

IN THE DISTRICT COURT OF AND FOR PAYNE COUNTY
STATE OF OKLAHOMA

SPECIAL ENERGY CORPORATION,)
an Oklahoma corporation,)
)
Plaintiff,)
)
v.)
)
THE HANOVER INSURANCE)
COMPANY, a foreign corporation,)
)
Defendant.)

Case No. CJ-2013-516
JURY TRIAL DEMANDED

IN THE DISTRICT COURT OF
Payne County, Oklahoma.
NOV 21 2013
LISA G. LAMBERT, Court Clerk
Deputy

SECOND AMENDED PETITION

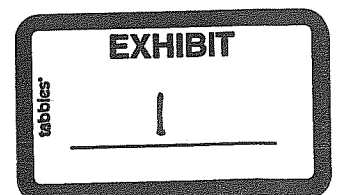
COMES NOW, the Plaintiff, Special Energy Corporation ("Special Energy Corp."), and for its Second Amended Petition against the Defendant, The Hanover Insurance Company ("Defendant"), alleges and states:

1. Special Energy Corp. is and was at all times herein mentioned an Oklahoma corporation organized and existing under and by virtue of the laws of the State of Oklahoma, with its principal place of business in Stillwater, Oklahoma.

2. Upon information and belief, Defendant is and was at all times herein mentioned a foreign insurance company licensed through the State of Oklahoma, whose principal place of business is in Worchester, Massachusetts, but which is authorized to and is doing business within Payne County, Oklahoma.

3. This claim arises out of Defendant's breach of an insurance contract entered into by the parties in Payne County, Oklahoma.

4. This Court has jurisdiction over the parties and venue is proper in this Court pursuant to 12 Okla. Stat §137 and 12 Okla. Stat. §187.



5. On or about December 13, 2012, Special Energy Corp. and Defendant entered into a written contract whereby in exchange for Special Energy Corp.'s payment of monthly premiums, Defendant agreed to provide insurance coverage for property and equipment owned by Special Energy Corp., which insurance policy number is IHT-9358824-01.

6. As of May 19, 2013, Special Energy Corp. had continuously made the necessary insurance premium payments to Defendant and neither party had terminated coverage under the contract for insurance.

7. On or about May 19, 2013, Special Energy Corp. suffered a property loss because of a tornado that squarely hit its Milner Complex near Carney, Oklahoma, which consists of several well sites, all of which are scheduled locations included on the above-reference policy of insurance.

8. Special Energy Corp. provided proper proof of loss to Defendant on May 20, 2013. In a letter dated June 15, 2013, Defendant denied insurance coverage for the damage to the Milner Complex electrical equipment, including power lines, power poles, hardware, and transformers. All of the electrical equipment damaged by the tornado is specifically listed as property covered under the policy and included in the Equipment Schedule showing the value of insurance coverage paid for by Special Energy Corp. and provided by Defendant.

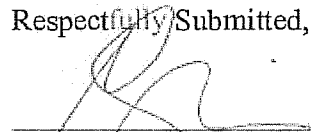
9. The damage to Special Energy Corp.'s electrical equipment at the Milner Complex was a loss for which the above-referenced contract of insurance provides coverage and Defendant has no reasonable basis to withhold payment to Special Energy Corp.

10. Defendant never made a site visit to inspect the electrical equipment at issue and/or inspect its damage, and Defendant currently denies that it is under any obligation to provide coverage for such property damage claimed by Special Energy Corp.

11. Defendant's actions as described above, including its failure to provide coverage under the policy and tender payment of \$75,682.03 for the total loss to Special Energy Corp.'s property (calculated as the actual amount of damages to the oil field equipment less Special Energy Corp.'s \$25,000.00 deductible under to the insurance policy), amount to a breach of the contract of insurance.

WHEREFORE, Plaintiff Special Energy Corp. prays for judgment against Defendant Hanover Insurance Company for the sum of \$75,682.03, plus interest at the statutory rate of 15% from the date of loss and attorneys' fees and costs of this action pursuant to 36 Okla. Stat. §3629, and any and all further relief as this Court deems just and equitable.

Respectfully Submitted,



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***ATTORNEYS FOR PLAINTIFF
SPECIAL ENERGY CORPORATION***

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STATE OF OKLAHOMA

IN THE DISTRICT COURT OF
Payne County, Oklahoma

OCT 30 2013

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Plaintiff,)

v.)

THE HANOVER INSURANCE)
COMPANY, a foreign corporation,)

Defendant.)

By LISA B. LAMBERT, Court Clerk Deputy

Case No. CJ-2013-516
JURY TRIAL DEMANDED

FIRST AMENDED PETITION

COMES NOW, the Plaintiff, Special Energy Corporation ("Special Energy Corp."), and for its First Amended Petition against the Defendant, The Hanover Insurance Company ("Defendant")¹, alleges and states:

1. Special Energy Corp. is and was at all times herein mentioned an Oklahoma corporation organized and existing under and by virtue of the laws of the State of Oklahoma, with its principal place of business in Stillwater, Oklahoma.

2. Upon information and belief, Defendant is and was at all times herein mentioned a foreign insurance company licensed through the State of Oklahoma, whose principal place of business is in Worchester, Massachusetts, but which is authorized to and is doing business within Payne County, Oklahoma.

3. This claim arises out of Defendant's breach of an insurance contract entered into by the parties in Payne County, Oklahoma.

¹ Plaintiff's original Petition, filed on October 25, 2013, improperly named The Hanover Insurance Group as the Defendant in this matter, and this First Amended Petition is being submitted to correctly name The Hanover Insurance Company as the proper Defendant in the instant proceeding.

4. This Court has jurisdiction over the parties and venue is proper in this Court pursuant to 12 Okla. Stat §137 and 12 Okla. Stat. §187.

5. On or about December 13, 2012, Special Energy Corp. and Defendant entered into a written contract whereby in exchange for Special Energy Corp.'s payment of monthly premiums, Defendant agreed to provide insurance coverage for property and equipment owned by Special Energy Corp., which insurance policy number is IHT-9358824-01.

6. As of May 19, 2013, Special Energy Corp. had continuously made the necessary insurance premium payments to Defendant and neither party had terminated coverage under the contract for insurance.

7. On or about May 19, 2013, Special Energy Corp. suffered a property loss because of a tornado that squarely hit its Milner Complex near Carney, Oklahoma, which consists of several well sites, all of which are scheduled locations included on the above-reference policy of insurance.

8. In a letter dated June 15, 2013, Defendant denied insurance coverage for the damage to the Milner Complex electrical equipment, including power lines, power poles, hardware, and transformers. All of the electrical equipment damaged by the tornado is specifically listed as property covered under the policy and included in the Equipment Schedule showing the value of insurance coverage paid for by Special Energy Corp. and provided by Defendant.

9. The damage to Special Energy Corp.'s electrical equipment at the Milner Complex was a loss for which the above-referenced contract of insurance provides coverage and Defendant has no reasonable basis to withhold payment to Special Energy Corp.

10. Defendant never made a site visit to inspect the electrical equipment at issue and/or inspect its damage, and Defendant currently denies that it is under any obligation to provide coverage for such property damage claimed by Special Energy Corp.

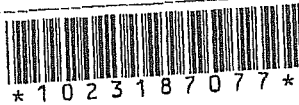
11. Defendant's actions as described above, including its failure to provide coverage under the policy and tender payment for the amount of loss to Special Energy Corp.'s property, amount to a breach of the contract of insurance.

WHEREFORE, Plaintiff Special Energy Corp. prays for judgment against Defendant Hanover Insurance Company for a sum in excess of \$10,000.00, plus interest at the statutory rate of 15% from the date of loss and attorneys' fees and costs of this action pursuant to 36 Okla. Stat. §3629, and any and all further relief as this Court deems just and equitable.

Respectfully Submitted, 

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**ATTORNEYS FOR PLAINTIFF
SPECIAL ENERGY CORPORATION**



IN THE DISTRICT COURT OF
Payne County, Oklahoma

OCT 25 2013

By:

MSA S. AMBERT, Court Clerk

De

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SPECIAL ENERGY CORPORATION,)
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Plaintiff,)

v.)

THE HANOVER INSURANCE)
GROUP, a foreign corporation,)

Defendant.)

Case No. CT-2013-516

JURY TRIAL DEMANDED

PETITION

COMES NOW, the Plaintiff, Special Energy Corporation ("Special Energy Corp."), and for its cause of action against the Defendant, The Hanover Insurance Group ("Defendant"), alleges and states:

1. Special Energy Corp. is and was at all times herein mentioned a Texas corporation organized and existing under and by virtue of the laws of the State of Texas, with its principal place of business in Stillwater, Oklahoma.

2. Upon information and belief, Defendant is and was at all times herein mentioned a foreign insurance company licensed through the State of Oklahoma, whose principal place of business is in Worchester, Massachusetts, but which is authorized to and is doing business within Payne County, Oklahoma.

3. This claim arises out of Defendant's breach of an insurance contract entered into by the parties in Payne County, Oklahoma.

4. This Court has jurisdiction over the parties and venue is proper in this Court pursuant to 12 Okla. Stat §137 and 12 Okla. Stat. §187.

5. On or about December 13, 2012, Special Energy Corp. and Defendant entered into a written contract whereby in exchange for Special Energy Corp.'s payment of monthly premiums, Defendant agreed to provide insurance coverage for property and equipment owned by Special Energy Corp., which insurance policy number is IHT-9358824-01.

6. As of May 19, 2013, Special Energy Corp. had continuously made the necessary insurance premium payments to Defendant and neither party had terminated coverage under the contract for insurance.

7. On or about May 19, 2013, Special Energy Corp. suffered a property loss because of a tornado that squarely hit its Milner Complex near Carney, Oklahoma, which consists of several well sites, all of which are scheduled locations included on the above-reference policy of insurance.

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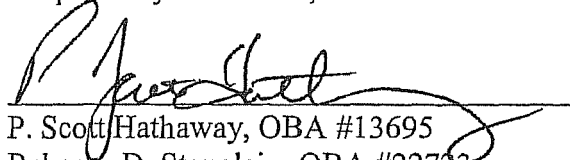
9. The damage to Special Energy Corp.'s electrical equipment at the Milner Complex was a loss for which the above-referenced contract of insurance provides coverage and Defendant has no reasonable basis to withhold payment to Special Energy Corp.

10. Defendant never made a site visit to inspect the electrical equipment at issue and/or inspect its damage, and Defendant currently denies that it is under any obligation to provide coverage for such property damage claimed by Special Energy Corp.

11. Defendant's actions as described above, including its failure to provide coverage under the policy and tender payment for the amount of loss to Special Energy Corp.'s property, amount to a breach of the contract of insurance.

WHEREFORE, Plaintiff Special Energy Corp. prays for judgment against Defendant Hanover Insurance Group for a sum in excess of \$10,000.00, plus interest at the statutory rate of 15% from the date of loss and attorneys' fees and costs of this action pursuant to 36 Okla. Stat. §3629, and any and all further relief as this Court deems just and equitable.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "P. Scott Hathaway", is written over a horizontal line.

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Rebecca D. Stanglein, OBA #22723
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**ATTORNEY FOR PLAINTIFF
SPECIAL ENERGY CORPORATION**